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Honorable Judge Marc Barreca
Hearing Location: Seattle, Courtroom 7106
Hearing Date: December 5, 2014
Hearing Time: 9:30 am
Response Date: November 28, 2014

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

IN RE:

CHAPTER 7 BANKRUPTCY

ELIZABETH ANNE BURK

NO.: 14-17690-MLB

DEBTOR.

MOTION FOR RELIEF FROM AUTOMATIC STAY

(REAL PROPERTY)

Bank of America, N.A. (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay with respect to certain real property of the Debtor having an address of 13759 NE 69th St Apt 665, Redmond, WA 98052 (the “Property”), for all purposes allowed by the Note (defined below), the Deed of Trust (defined below), and applicable law, including but not limited to the right to foreclose. In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 7 of the United States Bankruptcy Code was filed with respect to the Debtor on October 20, 2014.

2. The Debtor has executed and delivered or is otherwise obligated with respect to that certain promissory note in the original principal amount of \$241,872.00 (the “Note”). A copy of the Note is attached hereto as Exhibit A. Movant is an entity entitled to enforce the Note.

3. As evidenced by the endorsement and allonge attached to the Note, the Note has been endorsed in blank. Movant is an entity entitled to enforce the Note because Movant is in

possession, either directly or through the use of an authorized agent and/or document custodian, of the Note endorsed in blank.

4. Pursuant to that certain Deed of Trust (the “Deed of Trust”), all obligations (collectively, the “Obligations”) of the Debtor under and with respect to the Note and the Deed of Trust are secured by the Property. A copy of the Deed of Trust is attached hereto as Exhibit B.

5. The Debtor's statement of intent indicates the Property is to be surrendered.

6. As of November 7, 2014, the outstanding amount of the Obligations less any partial payments or suspense balance is \$249,850.70.

7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The following chart sets forth the number and amount of payments due pursuant to the terms of the Note that have been missed by the Debtor as of November 7, 2014:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Amounts Delinquent
3	May 1, 2013	July 1, 2013	\$1,351.67	\$4,055.01
12	August 1, 2013	July 1, 2014	\$1,337.64	\$16,051.68
4	August 1, 2014	November 1, 2014	\$1,341.70	\$5,366.80

Total: \$25,473.49

9. The estimated market value of the Property is \$120,000.00. The basis for such valuation is Debtor's sworn schedules.

10. Upon information and belief, the aggregate amount of encumbrances on the Property listed in the Schedules or otherwise known, including but not limited to the encumbrances granted to Movant, is \$249,850.70

1 11. A foreclosure proceeding with respect to the Property is pending and prior to the
2 filing, Creditor, through an appointed trustee, had set a trustee's sale to foreclose its interest in the
3 Property for October 31, 2014. As a result of the filing, that sale has been postponed as dictated
4 by the provisions of RCW 61.24 et.seq.

5 12. Cause exists for relief from the automatic stay for the following reasons:

6 a. Movant's interest in the Property is not adequately protected. Movant's interest in
7 the collateral is not protected by an adequate equity cushion.

8 b. Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor has no equity in the Property; and
9 pursuant to § 362(d)(2)(B), the Property is not necessary for an effective reorganization.

10 WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the
11 stay and granting the following:

12 1. Relief from the stay for all purposes allowed by the Note, the Deed of Trust, and
13 applicable law, including but not limited to allowing Movant (and any successors or assigns) to
14 proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and
15 obtain possession of the Property.

16 2. That the Order be binding and effective despite any conversion of this bankruptcy
17 case to a case under any other chapter of Title 11 of the United States Code.

18 3. For such other relief as the Court deems proper.

20 DATED this 14th day of November, 2014.

21 **RCO LEGAL, P.S.**

23 By: /s/ Lance Olsen WSBA# 25130 for
24 Jennifer L. Aspaas, WSBA# 26303
25 Attorneys for Movant